



REQUEST FOR PROPOSAL

RFP 022016

Bay County Register of Deeds
Recording Software

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	FEBRUARY 15, 2016
REFERENCE PROPOSAL NUMBER	RFP 022016
QUESTIONS DUE FROM PROPOSERS	FEBRUARY 19, 2016 5:00 P.M.
RESPONSES FROM BAY COUNTY RETURNED	FEBRUARY 23, 2016 5:00 P.M.
PROPOSED DATE/TIME REQUIRED	FEBRUARY 26, 2016 11:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	"BAY COUNTY REGISTER OF DEEDS RECORDING SOFTWARE" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Register of Deeds will be accepting proposals for Recording Software.

Register of Deeds is responsible for recording, indexing and maintaining the records of all deeds, mortgages, liens, and other legal documents affecting real estate in Bay County along with many other miscellaneous legal documents. Last year, 2015, the Register of Deeds performed a complex project in which all 495 book containing deeds, mortgages and various other legal documents were digitized. This is the last phase of this project.

SOFTWARE REQUIREMENTS:

1. Convert Deketo's current software from an Advantage database to the vendor system, preferably a SQL Database.
2. Customizable auto redaction tools.
3. Optical Character Recognition (OCR).
4. Bar coding system for documents.
5. Record using libers and pages.
6. Updates/upgrades to be included in the maintenance agreement with updates using a compatible OS version of Bay County's systems.
7. Compatible with all e-file vendors.
8. Test conversion with the Bay County's Register of Deeds office to verify the data. The final conversion for go-live to be done within 24 hours and not to interrupt daily business.
9. Software backups will need to be performed and with a site hosted solution, Bay County's Information Systems Division provides disaster recovery.
10. Provide fraud protection to constituents with documents recorded by Bay County Register of Deeds.
11. Configurable administrative dashboard to monitor office efficiency.
12. Editing capabilities with movement of recording labels after filing and voiding of documents.
13. Credit card services available for office transactions.
14. Vendor must collect and be responsible for all online Accounts Receivable from customers.
15. Vendor to pay Bay County Register of Deeds via monthly Electronic Funds Transfer ("EFT"), for all copies and provide reports for all transactions.
16. Service level agreement to include 24 hour support with callback time no more than 1 hour from initial support call during regular business hours and afterhours.
17. Provide a minimum of 40 hours onsite training to Bay County Register of Deeds employees and title researchers on the Bay County system.
18. Real-time online web portal document retrieval.
19. Any processes for system tasks must run as a service and ability to notify when a process has failed.
20. System to include six station licenses.
21. Provide a report of daily activities to be used to enter information into County Financial system.
22. Vendor software must use PCI compliant encryption for web server and credit card processing.
23. Any client installers must have a MSI if the software is not web based.
24. Any third party software should be minimal such as Java, Flash, Silverlight, etc.
25. Any client work station must be compatible with Windows 7 64bit.
26. Vendor software to run on virtual server hosted at Bay County, compatible Microsoft Server 2008 R2 Enterprise 64 bit and Microsoft SQL 2014.
27. Perform electronic forfeitures and redemptions via the software system to BS&A. The software system must allow for review of the forfeitures and redemptions with information sent to BS&A.
28. The software system must allow for the import of back scanned files in TIFF format.
29. Integrate with Simplifile, Inc. for e-recording of documents.

CONTENTS OF PROPOSAL PACKET:

1. Pricing. **(ATTACHMENT A)**
2. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(ATTACHMENT B)**
3. Provide a copy of your firm's disaster recovery plan. **(LABEL ATTACHMENT C)**

4. Please provide a description of your firm's fraud protection capabilities. **(LABEL ATTACHMENT D)**
5. Please explain your support procedures. **(LABEL ATTACHMENT E)**
6. Please provide a sample training schedule. **(LABEL ATTACHMENT F)**
7. Please provide resumes of the staff who will be assigned to Bay County. **(LABEL ATTACHMENT G)**
8. Please provide three references of municipalities of a similar size to Bay County. One reference must be of a past client. **(LABEL ATTACHMENT H)**

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, or an attorney within Bay County's Department of Corporation Counsel only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the

place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
- a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- 1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.

10. PROPOSAL DELIVERY: Proposals must be returned no later than **February 26, 2015, @ 11:00 A.M.** in a sealed envelope clearly marked **"Bay County Register of Deeds Document Scanning"--- Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission as well and an electronic PDF file. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or Email.

11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.
16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) business days from the date of the notice of intent to award.**

17. QUESTIONS: All questions about this RFP must be directed by February 19, 2015, in writing, via email, by 5:00 P.M. to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than February 23, 2016 5:00 p.m. and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the February 19, 2016 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information given to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4131
(989) 895-4049 TDD
johnsona@baycounty.net

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

PRICING

Software Costs \$ _____

Additional Training cost above the 40 hours requested \$ _____

Warranty \$ _____

TOTAL \$ _____

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by the Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____